ORDERED.

Dated: February 06, 2017

Roberta A. Colton
United States Bankruptcy Judge

UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA
ORLANDO DIVISION

In re:

Case No: 6:16-bk-01602-RAC
Chapter 7

Diana Marie Foley

DEBTORS /

ORDER GRANTING TRUSTEE'S
MOTION TO SELL REAL PROPERTY FREE AND CLEAR OF LIENS,
ENCUMBRANCES AND INTERESTS WITH CONSENT OF ALL LIENHOLDERS
(902 Nele Avenue NE, Palm Bay, FL 32907**)**

THIS CASE came for hearing before the court on February 1, 2017 to consider Chapter 7 Trustee, Arvind Mahendru's ("Trustee") *Motion to Sell Real Property Free and Clear of Liens, Encumbrances and Interests with the Consent of all Lienholders* (the "Motion") (Dkt. No. 39). Richard M. Dauval, Esq. appeared on behalf of the Trustee. No other appearances were made. No responses or objections were filed. Accordingly, it is:

ORDERED and **ADJUDGED** as follows:

1. The notice of the Motion and the hearing thereon is approved as proper and adequate under the circumstances.

2. The Motion is GRANTED.

3. The Trustee is authorized to sell the real property located at:

All that certain land situate in Brevard County, Florida, viz:

Lot 6, Block 2374, PORT MALABAR UNIT FORTY FIVE according to the Plat thereof, as recorded in Plat Book 22, Pages 3 through 23, Public Records of Brevard County, Florida.

more commonly known as, 902 Nele Avenue NE, Palm Bay, FL 32907 (the "Real Property"), conditioned on the consent of its lienholder(s), and in accordance with the terms provided for in the Motion.

4. The Trustee is authorized to pay the secured mortgage creditor, Deutsche Bank National Trust Company, as Indenture Trustee, on Behalf of the Holders of the Accredited Mortgage Loan Trust 2007-1 Asset Backed Notes and serviced by Select Portfolio Servicing, Inc., ("Secured Creditor" or "Deutsche Bank") the full amount of their lien as of the date of closing.

5. The Trustee is authorized to take any all actions and to execute any and all documents necessary and appropriate to effectuate and consummate the terms of said sale, including, executing a deed conveying the interests of the Debtors in the Real Property to the Shane Michael Wright and Brittany Jean Wright (the "Buyers").

6. Pursuant to Section 363(f) of the Bankruptcy Code, effective upon closing, the sale of the Real Property will vest in the Buyer(s) all right, title and interest of the Debtors and the bankruptcy estate in the Real Property, free and clear of the liens, claims or interests listed below (collectively, the "Affected Interests"):

1. Diana Marie Foley, Debtor, name on deed
2. Deutsche Bank, mortgage lienholder

6. This Order is and shall be effective as a determination that, upon and subject to the occurrence of the closing of the sale, all Affected Interests have been and hereby are adjudged and declared to be unconditionally released as to the Real Property.

7. The Buyers have not assumed any liabilities of the Debtors.

8. The Trustee, and any escrow agent upon the Trustee's written instruction, shall be authorized to make such disbursements on or after the closing of the sale as are required by the purchase agreement or order of this Court, including, but not limited to, (a) all delinquent real property taxes and outstanding post-petition real property taxes pro-rated as of the closing with respect to the real property included among the purchased assets; and (b) other anticipated closing costs (estimated below):

Total Sales/Brokers Commission:	
6% to Keller Williams Winter Park	$11,400.00*
*commission is anticipated to be shared with cooperating agent from Re/Max Elite.	
Title Charges:	$ 1,315.00
Government recording / transfer charges:	$ 1,330.00
Additional Settlement Charges:	
Waste Management Balance to Waste Management	$ 894.83
Water Bill Balance to City of Palm Bay Utilities	$ 454.21
Other / Debits (incl. 506(c) surcharge and carve out to estate)	$ 10,200.00
Satisfaction of Liens:	
Deutsche Bank (home mortgage)	$ 164,156.07

Without further order of the court, the Trustee is authorized to pay closing costs in amounts different than the estimated amounts described above so long as they are within industry standard and with the consent of the lienholder, Secured Creditor.

9. Except as otherwise provided in the Motion, the Real Property shall be sold, transferred, and delivered to Buyers on an "as is, where is" or "with all faults" basis.

10. Buyers are approved as a buyers in good faith in accordance with Section 363(m) of the Bankruptcy Code, and Buyers shall be entitled to all protections of Section 363(m) of the Bankruptcy Code.

11. This Court retains jurisdiction to enforce and implement the terms and provisions of this Order and the purchase agreement, all amendments thereto, any waivers and consents thereunder, and each of the documents executed in connection therewith in all respects, including

retaining jurisdiction to (a) compel delivery of the Real Property to the Buyer(s), (b) resolve any disputes arising under or related to the purchase agreement, and (c) resolve any disputes regarding liens, claims, or interests asserted against the Real Property.

12. The purchase agreement and any related documents or other instruments may be modified, amended or supplemented by the parties thereto, in a writing signed by both parties without further order of the Court, provided that any such modification, amendment or supplement does not have a material adverse effect on the Debtors' bankruptcy estate.

13. The 14 day stay period pursuant to Rule 6004(h) is waived and this Order shall be effective and enforceable immediately upon entry.

Richard M. Dauval, Esquire, is directed to serve a copy of this order on interested parties and file a proof of service within 3 days of entry of the order.